

**EXHIBIT B**

**UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF FLORIDA**

BLACKSIX LLC	Plaintiff(s),	Civil Case No.: 1:24-cv-21285-KMW
v.		
ALL AMERICAN REFINERY, INC., ISLAND L.P. GAS SERVICES, INC., DBA PROPANE MAN, and JESSE GRANTHAM	Defendant(s).	

**DECLARATION OF OLIVER PARSONS IN SUPPORT OF PLAINTIFF'S MOTION FOR ENTRY OF  
DEFAULT JUDGMENT AGAINST THE DEFENDANTS**

I, OLIVER PARSONS, declare pursuant to 28 U.S.C. 1746 that the following is true and correct:

1. I am over the age of eighteen and have personal knowledge of the matters set forth herein.
2. The Plaintiff, BlackSix LLC ("BlackSix" or "Plaintiff") was founded in 2021 to source and fund projects focused on global commodity, venture and special situation opportunities.
3. I am the founder of BlackSix and have twenty years of experience in international trade and finance, particularly commodities and alternative investments.
4. As part of my normal tasks and duties, I have control over the business files of BlackSix Plaintiff and have examined these records and files as it relates to the Defendants named herein. The business records I reviewed were regularly made at or near the time of the subject event and transactions, by or from information transmitted by a

person with knowledge and kept and maintained in the ordinary course of Plaintiff's regularly conducted business activities. It is a regular practice of the business to make such records.

5. I have become a leading consultant in assessing global energy developments that impact energy prices and related investments, and I am sought after by oil companies, investors, governmental organizations and other industry participants.
6. BlackSix has invested in multiple companies including a ship building company based out of Dubai ("Dubai Investment").
7. AAR is an oil and refined products distribution and logistics company that is held out to be and affirmed by the US Government as a Service-Disabled Veteran Owned Small Business ("SDVOSB"), due to both Grantham and Cantwell's statuses.
8. Over the past six years, AAR has been awarded numerous US Federal Government contracts entirely due to AAR's SDVOSB minority status.
9. Today, AAR holds multiple US Federal contracts to supply diesel fuel, gasoline, ethanol, and propane, which have been singularly awarded to AAR because of its SDVOSB status.
10. Some of AAR's US Federal buyers include the US Navy and Veterans Affairs via the Defense Logistics Agency and DLA Energy as shown on the attached Exhibit 2 with Issuers and Contracting Officers listed who include Frederick Bagley, Eric Smith, Hannah R Savine, Orlando Merritt, Sabrina Holland, James Clough, Matthew Womer, Sterling Matthews, Juebiline Mbandi, Lawrence Watson.
11. Grantham is an army veteran who has since monetized his relationships with numerous government agencies to drive growth in AAR and other businesses including Bullock Investigations Security, which he also founded.

12. In or about early-2023, I was introduced to Grantham where he made claims that he has access to considerable ongoing volumes of fuel, including gasoline, diesel and propane from over 40 of the most reputable domestic and international refineries such as Shell, BP, Total and Exxon. In or about early-2023, Grantham suggested to me that he, BlackSix and his substantial commodity network should invest and/or partner in a number of lucrative energy projects that Grantham was spearheading. Grantham offered to become a strategic partner with me and BlackSix and would share in the profits of these lucrative projects on the condition that substantial investment capital was provided with a value that mostly ranged from \$10 million to \$2 billion.

13. In order to gain my trust and favor, Grantham promoted his vast network of trusted relationships, which included being business partners with:

- i) His uncle Robert Grantham CBE, a British investor and co-founder and chief investment strategist of GMO, LLC, a Boston based management firm with more than \$100 billion in assets under management;
- ii) His Godfather who is a retired 4-Star US Navy Admiral;
- iii) Retired Colonel Robert Cantwell who attended West Point and had a 20-year career with the US Army Corps of Engineers;
- iv) Jeff DeRosia who has over 30 years oilfield construction experience and is Operations Manager for Grand Isle Shipyard;
- v) Major General Jill K. Faris, current Director of the Office of the Joint Surgeon General;
- vi) Congressman Mike Ezell of Mississippi; and

vii) The CEO of Shell USA, who Grantham credited to his entrance into the fuel industry, who gave Grantham and AAR office space in Shell's Headquarters in New Orleans, LA and with whom Grantham hunted sport.

14. In or around May 16, 2023, I was persuaded by Grantham to meet him and his business partners in Honolulu, Hawaii for a three nights trip to review AAR and its purchase of PROPANE MAN, to meet with Ms. Kelly Matson, Founder and President of PROPANE MAN, to meet with Alvin Paguio, Director of PROPANE MAN, to meet at Pearl Harbor with the US Navy and DLA to discuss its purchase of fuel and propane from AAR and PROPANE MAN, and to meet with Mike Flynn, a retired US Army Lieutenant General. I paid for all hotel rooms for himself, Grantham and his business partners, totaling \$2,200, as shown on Exhibit 3 attached hereto. I was never reimbursed despite Grantham's promises to do so.

15. In or about June 2023, I was prevailed upon to introduce DS-Mineralöl GmbH, a German company with a distinguished 50-year legacy and 72 fuel stations, who wished to purchase diesel fuel. Grantham said he, Cantwell and AAR would easily be able to supply fuel due to AAR's SDVOSB minority status. However, Grantham stalled for months, shifted the blame for the delay to Shell and BP, among other excuses, and ultimately never provided a contract, causing me and BlackSix a significant financial and reputational damage.

16. At around the same time, Grantham stated AAR was seeking \$1.5 to \$2 billion in investor capital to build a floating oil refinery that had been approved by the US Navy. Due to the military network and SDVOSB minority status that he and Cantwell brought to AAR, the Navy had awarded AAR a decommissioned aircraft carrier for a \$1 purchase price upon which the refinery would be built. Grantham stated this project would be

in partnership with Grand Isle Shipyard, specifically Jeff DeRosia who would lead the building of the refinery and its ongoing operation at sea, as shown on the attached Exhibit 5.

17. Grantham asked me and BlackSix to bring investors to this lucrative project in exchange for equity ownership, which BlackSix did, including one of my most critical relationships from Saudi ARAMCO, but again Grantham stalled over the next months, provided ongoing excuses for delay, and never consummated the deal, thereby causing me and BlackSix a significant financial and reputational damage.

18. At around the same time, Grantham stated that AAR was seeking a \$10 million investment for the acquisition of Stockstill Trucking Company, which would expand AAR's fuel shipping and logistics network in the US, would provide a very profitable return to investors. The expansion plan is attached hereto as Exhibit 5. Grantham suggested that me and BlackSix should bring a potential investor, which BlackSix did, but AAR again never made any progress with the deal, thereby causing me and BlackSix significant financial and reputational damage.

19. On or around July 2023, Grantham stated that AAR was seeking an investment of \$100 million to \$400 million to purchase an oil refinery near Dubai, UAE, which Grantham said was offered to AAR due to his and Cantwell's military experience and AAR's SDVOSB minority status. Grantham asked me and BlackSix for assistance in bringing a suitable investor, so BlackSix again involved one of my most critical relationships from Saudi ARAMCO, but Grantham delayed with the deal, thereby causing me and BlackSix significant financial and reputational damage, once again.

20. In or about July 2023, Grantham proposed a propane deal whereby BlackSix would provide funding to Grantham of Six Hundred Thousand Dollars (\$600,000), which

would be specifically used for the purchase and sale of propane by PROPANE MAN and would give BlackSix 10% equity ownership in PROPANE MAN. Upon sale of the propane BlackSix was to earn a return of one dollar (\$1) per gallon sold, and the core \$600,000 would be continually revolved to purchase more propane on a weekly basis, and so on. This was memorialized in a signed writing attached hereto as Exhibit 6 ("Propane Agreement").

21. The Propane Agreement is drafted as being between "BlackSix LLC and Jesse Grantham."
22. Grantham had specifically represented in June and July that he and PROPANE MAN had the capability and capacity to purchase and sell \$600,000 worth of propane on a weekly basis, as furtherance to my trip to Honolulu in May 2023.
23. Grantham had told me on multiple occasions that AAR and PROPANE MAN were purchasing propane from The Gas Company, LLC dba Hawai'i Gas for \$3.12 per gallon, and therefore \$600,000 would have purchased 192,308 gallons per week, yielding a profit to BlackSix of \$192,307.69 per week. Grantham told Parsons that his purchase price of propane would drop significantly from \$3.12 to \$2.00 per gallon starting on January 1, 2024, due to AAR's SDVOSB minority status attributed to Grantham and Cantwell, and therefore \$600,000 would have purchased 200,000 gallons per week, thereby yielding a profit to Black Six of \$200,000 per week.
24. From August 4, 2023, to April 2, 2024, the weekly sales of propane using the \$600,000 would have yielded \$8,130,769.23 in profit, as reflected in the projected profit calculation attached to the Complaint as Exhibit 7.
25. In or about September 2023, I had a telephone call with Grantham in which he stated that he would be sending over the profit and loss statements and that the investment

I had made was being used to purchase fuel on a rolling basis. It is my understanding that the projected 8 million plus dollars that were going to be made were in fact made.

26. Accordingly, updating the projected profit calculation through the present day, July 8, 2024, reflects a profit yield of \$12,330,769.23, as evidenced by the updated projected profit calculation attached to this Declaration.
27. As an example of similar profits generated from AAR's businesses deals, Grantham highlighted AAR's purchase and sale of fuel to the DLA and Veterans Affairs, which Grantham assured me was a unique but realistic profit margin due to AAR's SDVOSB minority status. A purchase example is attached hereto as Exhibit 8.
28. On August 1, 2023, BlackSix wired \$600,000 to the requested Island Gas Service account held at the Navy Federal Credit Union.
29. Upon information and belief, Grantham and PROPANE MAN purchased and sold propane on a weekly basis and have generated the anticipated profits, however, have never remitted the profits to BlackSix and have declined to account to BlackSix or even provide confirmations of purchases or sales despite numerous requests.
30. In attempt to add further legitimacy to his business dealings, Grantham requested that I meet him in Pensacola, FL on August 8, 2023, to discuss trading Propane and have lunch with James, a recent AAR and PROPANE MAN hire from AmeriGas who Grantham asserted was AmeriGas's top performing propane salesperson for Hawaii and USA West Coast regions, which I duly did, and paid for my own travel expenses.
31. At or about the same time, Grantham had heard about BlackSix's key investment in the Dubai Company and requested to be allowed to invest alongside BlackSix, as the Company was in a "friends and family" round at that time, and open to a very limited amount of people. I vouched for Grantham and as a result legal documents were

prepared as Grantham had indicated that he wished to invest Two Million Dollars (\$2,000,000) into the Dubai Company.

32. On or about September 8, 2023, Grantham met the principals of the Dubai Company, in-person, in Dubai, and executed the documents subscribing to shares in exchange for \$2,000,000, to be transmitted over the course of the following four (4) months.

33. Grantham never transmitted the funds, despite being contacted by counsel for the Dubai Company on numerous occasions.

34. At or around the same time, in what can only be described as a bizarre and misguided attempt to garner camaraderie regarding his Dubai Company investment, Grantham sent a self-recorded video of him engaging in sexual intercourse with an escort, which included his incredibly lewd language, to those engaged in the Dubai Company.

35. Grantham's later failure to transmit the agreed-to \$2,000,000 caused financial and reputational damage to BlackSix and I, and significant harm to the Dubai Company, including the loss of the company's largest client, who has threatened lawsuit, and unpaid vendor bills and rent to their shipyard owner, also all of whom have also threatened lawsuit, and earned the Dubai Company a poor reputation in a small, tightly connected industry. Moreover, Grantham's sharing of his explicit sexual exploits caused significant reputational damage to me and BlackSix, as they introduced Grantham.

36. In order to keep the Dubai Company solvent and in-business, me and BlackSix have had to cover Grantham's significant monetary shortfall.

37. Grantham again requested that I meet him for lunch in Pensacola on September 15, 2023, to discuss acquiring AmeriGas (a \$4 billion company), who Grantham said had approached him and AAR due to his and Cantwell's SDVOSB status, and asked if I would

be part of the Board of Directors and to serve as the public “face” of AmeriGas, to which I agreed.

38. On or about October 2023, I was prevailed upon to introduce a large fuel station chain, Orion Oil, to AAR and I in order to supply their over 150 locations. Grantham undertook that a contract to supply gasoline and diesel would be issued in November 2023 for 1,000,000 gallons per month and insisted on being able to do so during multiple calls with the CEO of Orion Oil. Confirmation of willingness to contract is attached hereto as Exhibit 9. Grantham never provided the agreed upon contract, and furnished multiple excuses for the delay, thereby causing me and BlackSix a significant financial and reputation damage.

39. In or about November 2023, Grantham asked me and BlackSix to review a deal where, due to Grantham and Cantwell’s SDVOSB status, AAR was going to buy medical gloves and resell to the US government via Jill Faris, Director of the Office of the Joint Surgeon General. I immediately alerted Grantham that his supplier was not properly credentialed and very likely fake, and therefore Grantham asked me for a legitimate glove supplier, which Grantham said he would immediately use as a substitute supplier. BlackSix and I provided Grantham and AAR with a legitimate supplier, who held the gloves in warehouse for Grantham as he represented that a purchase order would be issued in November 2023, but nothing was heard of since that date, thereby causing me and BlackSix significant reputational damage.

40. On 28 December 2023, I asked for return of my \$600,000, to which Grantham stated he could not do so at that time. Therefore, I asked for a minimum \$200,000 of the funds since that amount was needed for immediate year-end payroll and taxes.

Grantham again refused but promised that BlackSix would receive a “large profit” by January 11, 2024.

41. Nothing was remitted on January 11, 2024.
42. For the following three (3) weeks, Grantham was almost entirely unavailable by phone, text message and WhatsApp message, clearly ignoring me.
43. On February 2, 2024, concerned about AAR and Grantham’s silence, I called Eric Malmstrom, a Vice President of Government Contracts and trader in hydrocarbon products at AAR (“Malmstrom”). He stated that had never heard of me nor BlackSix, nor did he know anything about the \$600,000 committed to trading propane. Further Malmstrom said he was not aware of the contracts that Grantham specifically stated Malmstrom was working on in furtherance of BlackSix’s and PROPANE MAN propane deal, nor the other gasoline and diesel deals BlackSix had brought to Grantham, including the 1,000,000 gallons per month fuel supply that Grantham had said Malmstrom was arranging for Orion Oil by November 2023. I asked Malmstrom to let Grantham know about our conversation and my inability to reach Grantham, to which Malmstrom agreed.

44. Grantham’s ongoing silence persisted so on February 14, 2024, I spoke to Retired Major Leif Rivera, who Grantham has said numerous times was Chief Operating Officer of PROPANE MAN and AAR (“Rivera”). I informed Rivera that Grantham had taken \$600,000 from me over six months earlier, and Grantham had not provided any assurance of the profit or whereabouts of the funds, and had been ignoring me for too long. I was told by Rivera that he had no idea about the \$600,000 and did not even know I had committed those funds, which greatly alarmed me since Rivera was the COO supposedly overseeing all business operations. The following day Grantham

contacted me by WhatsApp, and I was also contacted by Rivera stating that he could not facilitate communications any further.

45. Due to Grantham's continued silence and lack of assurance of the whereabouts of the \$600,000 and profits due, counsel for BlackSix sent an email to Grantham on March 2, 2024, copying in Malmstrom, Rivera and Cantwell, requesting provision of all documentation regarding the purchase and sale of propane pursuant to the agreement or confirmation as to the status of the monies being held.

46. Grantham responded on March 4, 2024, stating variously:

- i) That he had been in communication with Parsons every week and sometimes multiple times in the day.
- ii) The reason Parsons asked counsel to contact him was due to bad information from brokers, who have "cost themselves future commissions."

47. BlackSix counsel responded that day, copying in Malmstrom, Rivera and Cantwell, informing Grantham that his email was non-responsive and reiterated the specific set of demands for documentation or explanation why they are not readily available and kept in the ordinary course of business.

48. Grantham failed to respond, and nobody responded on behalf of AAR or PROPANE MAN.

49. On March 8, 2024, since Grantham had still not responded, counsel for BlackSix emailed Grantham again, providing a response deadline on behalf of AAR and PROPANE MAN.

50. As a result of Defendants' actions, BlackSix and I have been harmed.

51. As a result of the Defendants' conduct, BlackSix and Parsons have sustained damages in excess of \$1,000,000.00, specifically \$12,930,769.20, which have been calculated as follows:

- (a) The amount of \$600,000.00 paid pursuant to the Propane Agreement, as referenced herein.
- (b) The amount of \$12,330,769.2 representing the profit yielded from the weekly sales of propane, from August 4, 2023 to July 8, 2024.

52. BlackSix is entitled to at least \$12,930,769.20 in damages, exclusive of attorney's fees and costs.

I, OLIVER PARSONS, state under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on this 8th day of July, 2024.

BLACKSIX LLC



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Oliver Parsons

